

Terms of Sale

These Terms and Conditions of Sale (“Terms and Conditions”) between SPARTA SERVICES LLC, on behalf of itself (“SPARTA SERVICES LLC”) and the entity purchasing products from SPARTA SERVICES LLC (“Buyer”) govern SPARTA SERVICES LLC’s sale, license, resale, and distribution, as applicable, of third-party vendor (“Vendor”) hardware, products, services, and software (including all open-source licenses distributed by Vendor, or incorporated into any Vendor software) and SPARTA SERVICES LLC services, which consist of a variety of services sold and performed by SPARTA SERVICES LLC (as opposed to third-party vendor services resold by SPARTA SERVICES LLC) (“SPARTA SERVICES LLC Services”) (collectively “Products”) to Buyer. These are default terms only if general terms and conditions are not otherwise specified.

By purchasing any Products from SPARTA SERVICES LLC, Buyer agrees to all Vendor pass-through terms as may be applicable or required. A list of such pass-through terms is located at Vendor Pass-Through Terms. This list is subject to change and is posted purely for Buyer’s convenience. It is the responsibility of the Buyer to understand which pass-through terms are applicable to them and ensure they have read, understand, and are in compliance with them. Any pass-through terms not listed shall remain applicable to Buyer.

ACCEPTANCE OF PURCHASE ORDERS

1.1 Acceptance: Buyer accepts these Terms and Conditions through any of the following, whichever occurs first:

1.1.1 Buyer submits a purchase order, whether electronically, by phone, or in writing (“Order”) to SPARTA SERVICES LLC regardless of whether the Products ordered are ever delivered or if the purchase order is completely or partially fulfilled, rejected, modified, or canceled.

1.1.2 Buyer provides written acknowledgment.

1.1.3 Buyer accepts any shipment of any Products.

1.1.4 Buyer’s application for credit is submitted to SPARTA SERVICES LLC.

1.1.5 Access of any SPARTA SERVICES LLC e-commerce website using Buyer’s ID and password.

1.1.6 Buyer performs any other act or expression of acceptance.

All Orders are subject to SPARTA SERVICES LLC acceptance, which may occur in writing, Electronic Data Interchange (“EDI”) acknowledgment, or execution of the Order. Acceptance is expressly limited to these Terms and Conditions in their entirety without addition, modification, or exception. SPARTA SERVICES LLC rejects any term, condition, or proposal submitted by Buyer (whether oral or in writing) which is inconsistent with or in addition to these Terms and Conditions. SPARTA SERVICES LLC’s silence or failure to respond to any subsequent or different term, condition, or proposal shall not be deemed to be SPARTA SERVICES LLC’s acceptance.

1.2 Quotations: Quotes from SPARTA SERVICES LLC are applicable for the period specified in the quote. Unless otherwise agreed to in writing by SPARTA SERVICES LLC, quotes are invitations to tender and are subject to change at any time without notice. All information relating to SPARTA SERVICES LLC pricing is proprietary and confidential, and Buyer will keep such information confidential. SPARTA SERVICES LLC quotes are based upon information provided by the Buyer.

1.3 Orders: SPARTA SERVICES LLC reserves the right to schedule and reschedule any Order, upon notice to Buyer, at SPARTA SERVICES LLC's reasonable discretion, and to decline any order for any reason in SPARTA SERVICES LLC's sole discretion. Buyer may not change, cancel, or reschedule Orders for Products without SPARTA SERVICES LLC's prior written consent. SPARTA SERVICES LLC reserves the right to allocate the sale of Products among its buyers.

DELIVERY

2.1 Shipping Policy: Unless otherwise agreed in writing, SPARTA SERVICES LLC will deliver or arrange to deliver the Products in accordance with SPARTA SERVICES LLC's shipping policy in effect on the date of shipment or, if drop-shipped by the Vendor from a Vendor location, in accordance with the Vendor's applicable shipping policy.

2.2 Delivery Information: Delivery is subject to SPARTA SERVICES LLC's receipt of all necessary information and documentation from Buyer including all exemption or resale certificates, licenses, and other documents required from Buyer for delivery of the Product. Buyer shall notify SPARTA SERVICES LLC no later than five (5) days from the invoice date of any claimed shortages or rejections of delivery, with the exception of deliveries that reveal visible external shipping damage, which must be refused immediately upon delivery by the carrier. Buyer shall provide such notice in writing and with reasonable detail, stating the grounds for any such rejection. Buyer's failure to give such notice within the time specified is deemed an acceptance in full of any such delivery. SPARTA SERVICES LLC shall not be liable for any shipment delays caused by events outside of SPARTA SERVICES LLC's control.

LIMITED WARRANTY AND EXCLUSIVE REMEDY

3.1 Limited Warranty: SPARTA SERVICES LLC warrants that SPARTA SERVICES LLC Products are sold AS IS. To the extent permitted by law, SPARTA SERVICES LLC makes no other warranty, express or implied, such as a warranty of merchantability, fitness for purpose, or non-infringement. SPARTA SERVICES LLC DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, STATUTORY OR OTHERWISE.

3.2 Exclusive Remedy: Buyer's sole remedies for breach of this limited warranty are, at SPARTA SERVICES LLC's sole discretion, to:

3.2.1 Re-ship the SPARTA SERVICES LLC Products, or

3.2.2 Refund the portion of the price paid by Buyer that relates to the non-conforming SPARTA SERVICES LLC Products.

PRICE AND PAYMENT

4.1 Additional Fees: SPARTA SERVICES LLC's prices stated on invoices and quotations are for the Products only and do not include applicable federal, state, municipal, and other government taxes, license fees, freight, and any other similar charges. Buyer is responsible for all Additional Fees.

4.2 Payment Terms: Payment is due as stated on SPARTA SERVICES LLC's invoice without offset or deduction for withholding taxes or any other fees.

RETURNS

5.1 Returns: All Product returns are subject to SPARTA SERVICES LLC's then-applicable return policies. If SPARTA SERVICES LLC issues a return authorization to Buyer, Buyer will deliver the Product to SPARTA SERVICES LLC's specified address and bear additional fees associated with replacement Products.

DISCLAIMER OF WARRANTIES

Buyer acknowledges that SPARTA SERVICES LLC is not the manufacturer of the Products. SPARTA SERVICES LLC makes no representations or warranties of any kind with respect to the Products.

LIMITATION OF LIABILITY

SPARTA SERVICES LLC shall not be liable for any loss, damage, or injury that results from the use or application of Products delivered to Buyer. Liability is limited to actual, proven, direct damages, not exceeding the net amount paid by Buyer.

AUTOMATIC RENEWALS, RECURRING SERVICES, AND OTHER RELATED REQUIREMENTS

8.1 Automatic Renewals: Buyer agrees that SPARTA SERVICES LLC may invoice Buyer for automatic renewals and Subscriptions unless Buyer properly cancels the applicable Subscription.

BUYER'S OBLIGATIONS

9.1 Compliance with Laws: Buyer warrants that it will comply with all applicable laws, codes, ordinances, and regulations.

GENERAL

10.1 Entire Agreement: These Terms and Conditions constitute the entire agreement of the parties and supersede any prior agreements, whether written or oral.

10.2 Governing Law and Venue: These Terms and Conditions will be governed by the internal laws of the State of Washington.

10.3 Force Majeure: SPARTA SERVICES LLC is not liable for failures to perform due to causes beyond its reasonable control.

10.4 Data Protection: Buyer agrees to provide necessary personal information to SPARTA SERVICES LLC and Vendor for transaction fulfillment.

10.5 Trademarks: Buyer will not use SPARTA SERVICES LLC's name, logos, or trademarks without written consent.

10.6 Independent Contractors: The parties will act as independent contractors.

10.7 Confidentiality: Each party agrees to keep proprietary information confidential for a period of one (1) year.

10.8 Attorney's Fees: The prevailing party in any legal action shall be entitled to recover reasonable attorneys' fees and costs.

Terms & Conditions of Use

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You are responsible for both:

1. Making all arrangements necessary for you to have access to the Website; and
2. Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by the Privacy Policy, and you consent to all actions we take with respect to your information consistent with the Privacy Policy.

You must treat any and all access credentials, passwords, and any other piece of information provided or collected as part of Sparta's security procedures as Confidential Information (as defined below), and you must not disclose it to any other person or entity. You also acknowledge that your Website account, if any, is personal to you and you agree not to provide any other person with access to this Website or portions of it using your access credentials, passwords, or other security information. You agree to take all precautions necessary to maintain the secrecy and security of any access credentials, passwords, or other security information which may be issued to you or by you and be solely responsible for any use, misuse, theft or loss thereof, including unauthorized access by third parties. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

In the event of any unauthorized use of the Website or unauthorized access to or use of your access credentials or passwords or any other breach of security, or should any of the foregoing be reasonably suspected by you or your company, you must notify Sparta immediately by telephone and concurrently provide written notice of the circumstances surrounding the event.

Sparta has the right to disable any access credentials, passwords, or other identifier, whether chosen by you or provided by Sparta, at any time in our sole and absolute discretion for any or no reason, including if, in Sparta's opinion, you have violated any provision of these Terms of Use.

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Confidentiality

You acknowledge that Information accessed through secure areas of the Website (i.e. areas requiring a user name and password) is confidential and proprietary to Sparta ("Confidential Information"), and you agree: (i) not to reveal, report, publish, copy, disclose or transfer Confidential Information to any third party without Sparta's prior written consent, or permit any third party to examine and/or make copies of any of the Confidential Information; (ii) not to use or copy the Information for any purpose except the Purpose; and (iii) to hold the Confidential Information in strict confidence and to take all reasonable precautions to protect the Confidential Information. Confidential Information shall not include any information that is or becomes generally available to the public.

You acknowledge and agree that the Confidential Information is proprietary to and is the sole and exclusive property of Sparta and that you have no right, title, or interest therein. You acknowledge

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The provisions of these Terms and Conditions of Use are intended to be severable. If for any reason any provision of these Terms and Conditions of Use is held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in the jurisdiction where the provision was held to be invalid or unenforceable.

Governing Law, Venue and Dispute Resolution

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